

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of
AMC Networks Inc.,
Complainant,
v.
AT&T Inc.,
Defendant.
MB Docket No. 20-254
CSR-8992-P

ORDER

Adopted: August 17, 2020

Released: August 17, 2020

By the Chief, Media Bureau:

I. INTRODUCTION

1. AMC Networks Inc. (AMCN or Complainant) has requested confidential treatment of certain confidential and highly confidential documents and information submitted with and referenced in its program carriage complaint filed against AT&T Inc. (AT&T or Defendant) and its petition for temporary relief. For the reasons set forth below, we adopt a Protective Order for the above-captioned proceeding, attached as Appendix A, to ensure that certain highly confidential and competitively sensitive documents and information that may be submitted by the parties are afforded adequate protection.

II. BACKGROUND

2. On August 5, 2020, AMCN filed a program carriage complaint alleging that AT&T discriminated against AMCN on the basis of affiliation, with the effect of unreasonably restraining AMCN's ability to compete fairly, in violation of Section 616 of the Communications Act of 1934, as amended, and the Commission's program carriage rules. In addition, AMCN filed a petition for temporary relief asking the Commission to order a standstill of the parties' program carriage agreement pending resolution of AMCN's program carriage complaint. Along with its complaint and petition, AMCN submitted a letter requesting confidential treatment of certain documents and information submitted.

3. AMCN seeks confidential treatment for its materials containing "highly sensitive and proprietary business information, including: (i) distributor and aggregate subscriber base information; (ii) proprietary information from third parties, which is required by contract to be kept confidential; (iii) discussions of the terms and conditions of ongoing business negotiations with defendant AT&T; (iv) internal business emails addressing strategy for attracting and retaining customers; and (v) other

1 Letter from Tara M. Corvo, Counsel to AMC Networks, Inc., to Marlene H. Dortch, Secretary, FCC (Aug. 5, 2020) (on file in MB Docket No. 20-254) (Letter Request for Confidential Treatment).

2 Program Carriage Complaint of AMC Networks Inc., MB Docket No. 20-254, File No. CSR 8992-P (filed Aug. 5, 2020).

3 Petition of AMC Networks Inc. for Temporary Relief Pending Resolution of Program Carriage Complaint, MB Docket No. 20-254, File No. CSR 8993 (filed Aug. 5, 2020).

commercially-sensitive information not customarily compiled for public release or available to the public.”⁴

4. AMCN asserts that the information that would be subject to confidential treatment constitutes “highly sensitive and proprietary competitive information,” the disclosure of which “would give AMCN’s competitors a strengthened ability to target AMC’s customer base, causing AMCN substantial competitive and financial harm.”⁵ According to AMCN, “[a]ll information for which protection is sought is consistently treated as proprietary and confidential by AMCN.”⁶ AMCN states that “the Commission routinely recognizes the need for confidentiality of information in program carriage complaint proceedings, frequently entering Protective Orders for even greater degrees of protection.”⁷ Additionally, AMCN notes that the Freedom of Information Act’s Exemption 4 supports AMCN’s confidentiality request by “permit[ting parties to withhold from public inspection . . . [c]ommercial or financial information . . . if its disclosure will cause substantial harm to the competitive position of the person from whom the information was obtained.”⁸

5. On August 11, 2020, AMCN submitted a proposed Protective Order for the Commission to use in this proceeding. AMCN represents that the proposed protective order was negotiated with and agreed upon by AT&T. This submission is substantially similar to the protective order the Commission adopted in a 2011 program carriage complaint involving Game Show Network, LLC, and Cablevision Systems Corporation, with modifications to the procedure for obtaining access to confidential documents. Under the proposed Protective Order, each person seeking access to “Confidential Information” or “Highly Confidential Information” will notify the “Submitting Party” at least five business days prior to reviewing or accessing such information. In the case of “Highly Confidential Information,” the party seeking access will file with the Commission and the “Submitting Party” a copy of the Declaration provided in Attachment A of the Protective Order. Access to “Highly Confidential Information” is limited to “Outside Counsel of Record” for AMCN and AT&T, certain outside consultants or experts, and one specifically designated employee for each party.

III. DISCUSSION

6. We conclude that a Protective Order is needed to provide enhanced confidential treatment for certain information submitted in this proceeding. AMCN has provided adequate justification for its request, explaining with particularity why the information sought to be protected is so competitively sensitive that confidential treatment is warranted and maintaining that such information is closely guarded and is not made publicly available. The information sought to be protected is needed to develop a more complete record on which the Commission can base its decision in this proceeding. Furthermore, AT&T has not filed any objection to the Protective Order. Accordingly, we adopt the Protective Order set forth in Appendix A. Any party seeking access to confidential documents subject to the Protective Order shall request access pursuant to the terms of the Protective Order. Any party seeking access to “Highly Confidential Information” must sign the Declaration provided as Attachment A to the Protective Order.

7. The attached Protective Order reflects the desire of AMCN and AT&T to preclude all but one designated employee of each party from gaining access to the other’s “Highly Confidential

⁴ Letter Request for Confidential Treatment at 1-2.

⁵ *Id.* at 2.

⁶ *Id.* at 2.

⁷ *Id.* at 3 (citing *Game Show Network, LLC v. Cablevision Systems Corp.*, Protective Order, 26 FCC Rcd 16100 (Nov. 23, 2011); *Tennis Channel, Inc., v. Comcast Cable Communications, LLC*, Protective Order, FCC 10M-23 (Dec. 20, 2010)).

⁸ *Id.* at 3 (citing 47 C.F.R. § 0.457(d)).

Information,” given its competitively sensitive nature. This is consistent with past Commission action involving protective orders relating to highly confidential information. However, we do not intend by this Order to prejudge this limitation on employee access to highly confidential information. If either party believes that it is necessary for purposes of effectively adjudicating this proceeding that specific additional employees be granted access to the highly confidential information subject to the Protective Order, it may file a motion to amend the Protective Order. At a minimum, such motion should include: (i) the title, name, and job description for each employee for which access to the highly confidential information is sought; (ii) the reason why that employee’s access to the highly confidential information is necessary to the effective adjudication of this proceeding; and (iii) why experts and consultants outside of that party’s employ cannot perform the same function. In no event will access be granted to employees in a position to use the highly confidential information for competitive commercial or business purposes.

8. We amend AMCN’s proposed Protective Order to clarify its scope, defined terms, and confidentiality designations. First, the Protective Order will cover documents submitted or obtained during this proceeding, including but not limited to documents obtained in discovery. Second, references to “Receiving Party” have been changed to the defined term “Reviewing Party,” in accordance with Paragraph 2.g. Third, the party names have been modified to refer to AMCN as “Complainant” and AT&T as “Defendant” for consistency with the terms our rules use for the parties that file and respond to a program carriage complaint.⁹

9. Additionally, any filing that contains or discloses “Confidential Information” or “Highly Confidential Information” must be accompanied by a cover letter stating “**CONFIDENTIAL – NOT FOR PUBLIC INSPECTION**” or “**HIGHLY CONFIDENTIAL – NOT FOR PUBLIC INSPECTION**,” respectively. Each page of a filing containing “Confidential Information” or “Highly Confidential Information” shall be stamped with the same statement. The redacted copy of the filing must also be accompanied by a cover letter stating “**REDACTED – FOR PUBLIC INSPECTION**,” and the cover letter should also state that the “Submitting Party” is filing an unredacted version of such documents.

IV. ORDERING CLAUSES

10. Accordingly, we **ADOPT AND ISSUE** the Protective Order attached as APPENDIX A pursuant to Sections 4(i), 4(j), and 616 of the Communications Act as amended, 47 U.S.C. §§ 154(i), (j) and 537, Section 0.457(d) of the Commission’s rules, 47 C.F.R. § 0.457(d), and Section 4 of the Freedom of Information Act, 5 U.S.C. § 552(b)(4), and such Protective Order is effective upon its adoption.

11. This action is taken pursuant to authority delegated by Section 0.283 of the Commission’s rules.¹⁰

FEDERAL COMMUNICATIONS COMMISSION

Michelle M. Carey
Chief, Media Bureau

⁹ See 47 C.F.R. § 76.1302.

¹⁰ 47 C.F.R. § 0.283.

APPENDIX A

PROTECTIVE ORDER

1. This Protective Order is intended to facilitate and expedite the review of documents filed in this proceeding or obtained from a person in the course of discovery that contain trade secrets and privileged or confidential commercial or financial information. It establishes the manner in which “Confidential Information” and “Highly Confidential Information,” as those terms are defined herein, are to be treated. The Order is not intended to constitute a resolution of the merits concerning whether any Confidential Information or Highly Confidential Information would be released publicly by the Commission upon a proper request under the Freedom of Information Act or other applicable law or regulation, including 47 C.F.R. § 0.442.

2. Definitions.

a. Authorized Representative. “Authorized Representative” shall have the meaning set forth in Paragraph 8.

b. Commission. “Commission” means the Federal Communications Commission or any arm of the Commission acting pursuant to delegated authority.

c. Confidential Information. “Confidential Information” means (i) operational, financial, revenue, and other sensitive business information; (ii) other information submitted to the Commission by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith constitutes trade secrets or commercial or financial information which is privileged or confidential within the meaning of Exemption 4 of the Freedom of Information Act; and (iii) information submitted to the Commission by the Submitting Party that has been so designated by the Submitting Party and which the Submitting Party has determined in good faith falls within the terms of Commission orders designating the items for treatment as Confidential Information. Confidential Information includes additional copies of, notes, and information derived from Confidential Information, whether in paper or electronic format.

d. Declaration. “Declaration” means Attachment A to this Protective Order.

e. Highly Confidential Information. “Highly Confidential Information” means Confidential Information so designated by a Submitting Party upon a determination in good faith that such information would, if disclosed to a counterparty or competitor of the Submitting Party, significantly disadvantage the current or future negotiating or competitive position of the Submitting Party. Highly Confidential Information includes additional copies of, notes regarding, and information derived from, Highly Confidential Information, whether in paper or electronic format.

f. Outside Counsel of Record. “Outside Counsel of Record” means the firm(s) of attorneys, along with their employees (such as attorneys, secretaries, support staff, and paralegals), representing either complainant AMC Networks, Inc. (Complainant) or defendant AT&T, Inc. (Defendant) (collectively, the Parties) in this proceeding. For the avoidance of doubt, Outside Counsel of Record shall exclude any employee of either Complainant or Defendant.

g. Reviewing Party. “Reviewing Party” means a person or entity participating in this proceeding that receives Confidential information.

h. Submitting Party. “Submitting Party” means a person or entity that seeks confidential treatment of Confidential Information pursuant to this Protective Order.

3. Claim of Confidentiality. The Submitting Party may designate information as “Confidential Information” consistent with the definition of that term in Paragraph 2.c of this Protective Order. The Submitting Party may furthermore designate some or all of the Confidential Information as “Highly Confidential Information” consistent with the definition of that term in Paragraph 2.e of this Protective Order. The Commission may, *sua sponte* or upon petition, pursuant to 47 C.F.R. §§ 0.459 and 0.461, determine that all or part of the information claimed as “Confidential Information” or “Highly Confidential Information” is not entitled to such treatment.

4. Procedures for Claiming Information is Confidential.

a. Confidentiality Designation. Confidential Information submitted to the Commission or exchanged by the Parties shall bear on the front page in bold print, “**CONFIDENTIAL INFORMATION – NOT FOR PUBLIC INSPECTION.**” Confidential Information shall be segregated by the Submitting Party from all non-confidential information submitted to the Commission. Information designated as Highly Confidential Information shall be so designated on the face of each page containing such information, and the first page of any document containing such information shall state “**HIGHLY CONFIDENTIAL INFORMATION – NOT FOR PUBLIC INSPECTION.**” To the extent a document contains both Confidential Information and non-confidential information, the Submitting Party shall designate the specific portions of the document claimed to contain Confidential Information and shall, where feasible, also submit a redacted version not containing Confidential Information.

b. Objections. If a Reviewing Party believes that a document has been designated incorrectly as Confidential Information or Highly Confidential Information pursuant to the provisions of Paragraph 4.a hereof, the Reviewing Party shall so notify the Submitting Party in writing (including via electronic mail). Upon receiving such a notice, the Submitting Party shall reevaluate its confidentiality designation and shall notify the Reviewing Party in writing (including via electronic mail) within two business days after receipt of the Reviewing Party’s notice whether it will modify the designation. The Reviewing Party may seek review by the Media Bureau or the Commission of any confidentiality designation, provided that during the pendency of any review by the Media Bureau or the Commission the material subject to review shall be treated as having the confidentiality designation established by the Submitting Party.

c. Inadvertent Designations (or Failures to Designate). If a Submitting Party inadvertently designates or fails to designate material as Confidential Information or Highly Confidential Information, the Submitting Party shall so notify the Reviewing Party and, if the material was submitted to the Commission, the Secretary of the Commission, in writing (including via electronic mail). As promptly as practicable following receipt of such notice, the Reviewing Party shall treat the material as having the corrected designation set forth in the notice.

5. Storage of Confidential Information at the Commission. The Secretary of the Commission or other Commission staff to whom Confidential Information is submitted shall place the Confidential Information in a non-public file. Confidential Information shall be segregated in the files of the Commission, and shall be withheld from inspection by any person not bound by the terms of this

Protective Order, unless such Confidential Information is released from the restrictions of this Order either through agreement of the parties, or pursuant to the order of the Commission or a court having jurisdiction.

6. Access to Confidential Information.

a. Within the Commission. In addition to the members of the Commission, Confidential Information may be made available to the Commission's staff and any formally retained consultants to the Commission in this proceeding. Consultants under contract to the Commission may obtain access to Confidential Information only if they have signed, as part of their employment contract, a non-disclosure agreement the scope of which includes the Confidential Information, or if they execute the attached Declaration.

b. Outside of the Commission. Except as set forth in section 6.a, Confidential Information shall be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to the Submitting Party and Authorized Representatives of the Reviewing Party, as further described in Paragraph 8, who, where applicable, have complied with the procedures set forth in Paragraph 9. Notwithstanding the preceding sentence, Highly Confidential Information may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part only to (i) in the case of Complainant, Tarek Maheran, who in his capacity as Vice President, Legal, is involved in overseeing the management of this program carriage action and whose job responsibilities do not include negotiation of agreements for the sale, licensing, or carriage of video programming, and in the case of Defendant, Cathy Carpino, who in her capacity as Assistant Vice President – Senior Legal Counsel, is involved in overseeing the management of this program carriage action, and whose job responsibilities do not include negotiation of agreements for the sale, licensing, or carriage of video programming; and (ii) Authorized Representatives of a Reviewing Party who are described in Paragraph 8.a or 8.c of this Protective Order. Either party shall be permitted to modify its designee pursuant to Section 6(b)(i) hereof for a *bona fide* reason upon written notice to the Chief, Media Bureau and the opposing party, which notice shall represent that such party's new designee's job responsibilities do not include negotiation of agreements for the sale, licensing, or carriage of video programming, provided that such notice shall become effective five (5) business days after its receipt by the opposing party if the opposing party does not object to such designation in a written notice delivered to the Chief, Media Bureau and the opposing party within such five (5) business day period, or sooner if the opposing party consents in writing to such earlier effectiveness.

7. Disclosure. Persons designated pursuant to Paragraph 8 may disclose Confidential Information to other Authorized Representatives to whom disclosure is permitted under the terms of Paragraph 6 of this Protective Order only after advising such Authorized Representatives of the terms and obligations of the Order.

8. Authorized Representatives shall be limited to:

a. Outside Counsel of Record and their formally engaged service vendors, to the extent reasonably necessary to render professional services in this proceeding;

b. Employees of the Parties, including, but not limited to, such persons requested by counsel to furnish technical or other expert advice or service, or otherwise engaged to prepare material for the express purpose of formulating filings in this proceeding; and

c. Outside consultants or experts retained for the purpose of assisting Outside Counsel of Record or providing opinions or testimony in this proceeding, *provided that* such outside consultants or experts (1) are not employees of Complainant or Defendant and are not in a position to use the Confidential Information for competitive commercial or business purposes, including persons involved in competitive decision-making; and (2) will not, for a period of eighteen (18) months from the date of this Protective Order, negotiate, advise, or otherwise work for any person or entity in connection with the negotiation of agreements for the sale, licensing, or carriage of video programming, where such negotiations are directly adverse to the Submitting Party, provided that this provision does not prohibit any such person from (i) participating as a testifying or non-testifying expert (or staff thereto) in any litigation or arbitration (including administrative litigation), or (ii) advising any person regarding video programming agreements that have already been negotiated, provided that such advice is not directed to any current or future negotiations.

9. Procedures for Authorized Representatives Under Paragraph 8.c to Obtain Access to Confidential Information or Highly Confidential Information. In all cases where access to Confidential Information or Highly Confidential Information is sought pursuant to Paragraphs 6 and 8.c, before reviewing or having access to any such information, each person seeking such access shall provide notice to the Submitting Party through their Outside Counsel of Record at least five (5) business days prior to such person's reviewing or having access to such Submitting Party's Confidential Information or Highly Confidential Information (except if the Submitting Party waives this waiting period in writing). Each Submitting Party shall have an opportunity to object to the disclosure of its Confidential Information or Highly Confidential Information to any such persons. Any objection must be filed at the Commission and served on Outside Counsel of Record representing, retaining, or employing such person as promptly as practicable after receipt of the notice. Until any such objection is resolved by the Commission and, if appropriate, any court of competent jurisdiction, and unless such objection is resolved in favor of the person seeking access, persons subject to an objection from a Submitting Party shall not have access to Confidential Information or Highly Confidential Information. If there is no objection or once such objection is resolved, the Submitting Party shall serve the documents of such party containing Confidential Information or Highly Confidential Information on the requesting party's Outside Counsel of Record, or if so requested, will make such material available for review at the offices of the Submitting Party's Outside Counsel of Record.

10. Copies of Confidential Information. Authorized Representatives may make additional copies of Confidential Information but only to the extent required and solely for the preparation and use in this proceeding. The original copy and all other copies of the Confidential Information shall remain in the care and control of Authorized Representatives at all times. Authorized Representatives having custody of any Confidential Information shall keep the documents properly and fully secured from access by unauthorized persons at all times.

11. Filing of Declaration for Access to Highly Confidential Information. Counsel for Reviewing Parties shall provide to the Submitting Party and the Commission a copy of the attached Declaration for each Authorized Representative that will receive Highly Confidential Information within five (5) business days after the attached Declaration is executed, or by any other deadline that may be prescribed by the Commission.

12. Use of Confidential Information. Confidential Information shall not be used by any person granted access under this Protective Order for any purpose other than for use in this proceeding (including any subsequent administrative or judicial review), shall not be used for competitive business purposes, and shall not be used or disclosed except in accordance with this Order. This shall not preclude the use of any material or information that is in the public domain or has been developed independently

by any other person who has not had access to the Confidential Information nor otherwise learned of its contents.

13. Pleadings Using Confidential Information. Submitting Parties and Reviewing Parties may, in any pleadings that they file in this proceeding, reference the Confidential Information, but only if they comply with the following procedures:

a. Any portions of the pleadings that contain or disclose Confidential Information must be designated using double brackets within the pleadings;

b. The unredacted versions containing or disclosing Confidential Information must be covered by a separate letter referencing this Protective Order;

c. Each page of any Party's filing that contains or discloses Confidential Information subject to this Order must be clearly marked with the legend specified in Paragraph 4 of this Protective Order; and

d. The portion(s) of the pleading containing Confidential Information, to the extent they are required to be served, shall be served upon the Secretary of the Commission and Outside Counsel of Record for the Parties. Such portions shall not be placed in the Commission's public file unless the Commission directs otherwise (with notice to the Submitting Party and an opportunity to comment on such proposed disclosure). A Party filing a pleading containing Confidential Information shall also file a redacted version of the pleading containing no Confidential Information, which copy shall be placed in the Commission's public files. A Party may provide courtesy copies of pleadings containing Confidential Information to Commission staff so long as the notations required by this Paragraph and Paragraph 4 are not removed.

14. Client Consultation. Nothing in this Protective Order shall prevent or otherwise restrict Outside Counsel of Record from rendering advice to their clients relating to the conduct of this proceeding and any subsequent judicial proceeding arising therefrom and, in the course thereof, relying generally on examination of Confidential Information; *provided, however*, that in rendering such advice and otherwise communicating with such client, Outside Counsel of Record shall not disclose Highly Confidential Information to their clients except as permitted by this Protective Order. Nothing in this Agreement shall be construed to prohibit Outside Counsel of Record from disclosing to their clients any Highly Confidential Information that originated with or otherwise belongs to the clients themselves.

15. Violations of Protective Order. Should a Reviewing Party that has obtained access to Confidential Information under this Protective Order violate any of its terms, it shall immediately convey that fact to the Commission and to the Submitting Party. Further, should such violation consist of improper disclosure or use of Confidential Information, the violating party shall take all necessary steps to remedy the improper disclosure or use. The violating party shall also immediately notify the Commission and the Submitting Party, in writing, of the identity of each party known or reasonably suspected to have obtained the Confidential Information through any such disclosure. The Commission retains its full authority to fashion appropriate sanctions for violations of this Protective Order, including but not limited to suspension or disbarment of attorneys from practice before the Commission, forfeitures, cease and desist orders, and denial of further access to Confidential Information in this or any other Commission proceeding. Nothing in this Protective Order shall limit any other rights and remedies available to the Submitting Party at law or equity against any party using Confidential Information in a manner not authorized by this Protective Order.

16. Termination of Proceeding. Within two weeks after final resolution of this proceeding (which includes any administrative or judicial appeals), Authorized Representatives of Reviewing Parties shall, at the direction of the Submitting Party, destroy or return to the Submitting Party all Confidential Information as well as all copies and derivative materials made, and shall certify in a writing served on the Commission and the Submitting Party that no material whatsoever derived from such Confidential Information has been retained by any person having access thereto, except that counsel to a Reviewing Party may retain copies of pleadings submitted on behalf of the Reviewing Party. Any confidential information contained in any copies of pleadings retained by counsel to a Reviewing Party or in materials that have been destroyed pursuant to this paragraph shall be protected from disclosure or use indefinitely in accordance with this Protective Order unless such Confidential Information is released from the restrictions of this Order either through agreement of the parties, or pursuant to the order of the Commission or a court having jurisdiction.

17. No Waiver of Confidentiality. Disclosure of Confidential Information as provided herein shall not be deemed a waiver by the Submitting Party of any privilege or entitlement to confidential treatment of such Confidential Information. Reviewing Parties, by viewing these materials: (a) agree not to assert any such waiver; (b) agree not to use information derived from any Confidential Information to seek disclosure in any other proceeding; and (c) agree that accidental disclosure of Confidential Information shall not be deemed a waiver of the privilege.

18. Subpoena by Courts, Departments, or Agencies. If a court or a federal or state department or agency issues a subpoena or orders production of Confidential Information that a party has obtained under terms of this Protective Order, such party shall promptly notify in writing each Submitting Party of the pendency of such subpoena or order and shall independently use good faith efforts to seek confidential treatment of any Confidential Information required to be produced pursuant to such subpoena or order. Consistent with the independent authority of any court, department, or agency, such notification must be accomplished such that the Submitting Party has a full opportunity to oppose such production, which shall be at least five (5) business days prior to the production or disclosure of any Confidential Information.

19. Additional Rights Preserved. The entry of this Protective Order is without prejudice to the rights of the Submitting Party to apply for additional or different protection where it is deemed necessary or to the rights of Reviewing Parties to request further or renewed disclosure of Confidential Information.

20. Effect of Protective Order. This Protective Order constitutes an Order of the Commission and also a binding agreement between the Reviewing Party or other persons granted access to information under the terms of this Agreement and the Submitting Party.

21. Authority. This Protective Order is issued pursuant to Sections 4(i) and 4(j) of the Communications Act as amended, 47 U.S.C. §§ 154(i), (j) and 47 C.F.R. § 0.457(d).

ATTACHMENT A
DECLARATION

I, _____, hereby declare under penalty of perjury that I have read the Protective Order that has been entered by the Commission in this proceeding, and I understand it. I agree to be bound by its terms pertaining to the treatment of Highly Confidential Information submitted by parties to this proceeding and that I shall not disclose or use Stamped Highly Confidential Documents or Highly Confidential Information except as allowed by the Protective Order.

Without limiting the foregoing, I acknowledge specifically that my access to any Highly Confidential Information obtained as a result of the Protective Order is due solely to my capacity as a person described in Paragraphs 6 or 8.c of the foregoing Protective Order, and that I will not use such Highly Confidential Information in any other capacity; nor will I disclose such Highly Confidential Information except as specifically provided in the Protective Order.

I acknowledge that it is my obligation to ensure that: (1) Highly Confidential Information provided to me is used only as provided in the Protective Order; and (2) documents provided to me containing Highly Confidential Information are not duplicated except as specifically permitted by the terms of the Protective Order, and I certify that there are in place procedures, at my firm or office, to prevent unauthorized disclosure of Highly Confidential Information.

To the extent that I am an outside consultant or expert as defined in Paragraph 8.c of the Protective Order, I agree to be bound by the restrictions on my activities set forth in Paragraph 8.c for a period of eighteen (18) months from the date of this Protective Order.

I acknowledge that a violation of the Protective Order is a violation of an order of the Federal Communications Commission. I acknowledge that this Protective Order is also a binding agreement between the undersigned and the Submitting Party.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Protective Order.

(signed)

(printed name)

(title)

(employer)
